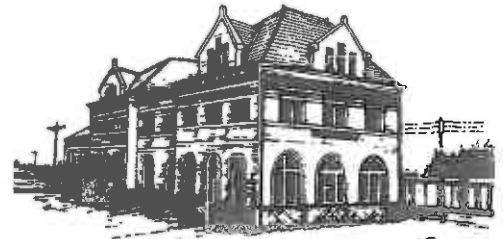


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Randy White, Rich Madison, Ann Levine,
Marsha Wilson, Dave Koets, Gary Lybarger, Nancy
Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon & Todd Nielsen

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, September 16, 2014
6:00 p.m.
09/12/2014 10:04 AM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE:** *These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.*
 1. **Minutes:** September 2, 2014 – Regular Meeting
 2. **Claims & Fund Transfers:**
 - i. **Total Claims** - \$176,894.38
 - ii. **Fund Transfers** - \$5,000.00
 3. **Liquor License Renewals:** Casey's #3223 & #3224 – Class E, B, C with Sunday Sales
 4. **Parade Permit:** Creston High School Homecoming
6. **Public Forum** – *the Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.*
7. **New Business**
 1. **Appointment** with Fire Chief Jackson to receive update on house located at 907 W Adams Street
 - i. Council to take action
 2. **Motion** to approve Lease Extension to Creston: Arts
 3. **Resolution** to approve a request of \$11,925.00 from Creston: Arts from the Hotel/Motel Fund to assist with the Creston Arts Budget for FY 14-15
 4. **Resolution** recognizing City Week Iowa – October 6 – 10, 2014
 5. **Public Hearing** for the purpose of accepting comment on the following ordinance amendments:
 - **Ordinance No. 15-154** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY ADDING PROVISIONS PERTAINING TO VAPOR PRODUCTS AND ALTERNATIVE NICOTINE PRODUCTS
 - **Ordinance No. 15-155** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO OFF-ROAD UTILITY VEHICLES
 - **Ordinance No. 15-156** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO SOLID WASTE

- **Ordinance No. 15-157** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO VACANCIES IN AN ELECTED OFFICE AND CITY ELECTIONS
 - **Ordinance No. 15-158** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO PERSON UNDER LEGAL AGE/SOCIAL HOSTS
6. **Motion** to Establish First Reading of **Ordinance No. 15-154** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY ADDING PROVISIONS PERTAINING TO VAPOR PRODUCTS AND ALTERNATIVE NICOTINE PRODUCTS
 7. **Motion** to Establish First Reading of **Ordinance No. 15-155** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO OFF-ROAD UTILITY VEHICLES
 8. **Motion** to Establish First Reading of **Ordinance No. 15-156** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO SOLID WASTE
 9. **Motion** to Establish First Reading of **Ordinance No. 15-157** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO VACANCIES IN AN ELECTED OFFICE AND CITY ELECTIONS
 10. **Motion** to Establish First Reading of **Ordinance No. 15-158** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO PERSON UNDER LEGAL AGE/SOCIAL HOSTS
 11. **Public Hearing** for the purpose of accepting comment on an easement request to place a parking area on City right-of-way at 810 W Montgomery
 12. **Resolution** to approve easement request to place a parking area on City right-of-way at 810 W Montgomery
 13. **Public Hearing** for the purpose of accepting comment on an easement request to place buried electrical wires along north side of Adams Street from Industrial Parkway to Osage Street
 14. **Resolution** to approve easement request to place buried electrical wires along north side of Adams Street from Industrial Parkway to Osage Street
 15. **Resolution** to set a Public Hearing for October 7, 2014, at 6:00 p.m. for an easement request to place a fence in City right-of-way at 106 N Stone
 16. **Resolution** to approve a Conditional Use Permit to Trevor & Katrina Paulus, dba Paulus Concrete to construct a construction shop in an I-1 Light Industrial District at 225 S Chestnut, based on the Planning & Zoning Commission's recommendation
 17. **Resolution** to approve Professional Services Agreement with Snyder & Associates for Phase I of the McKinley Lake Water Quality Improvements Phase I based on recommendation of the Creston Park & Recreation Board
 18. **Resolution** to approve Engineering Services Agreement with Clapsaddle-Garber Associates for Airport Layout Plan Revision – Addendum to the Narrative Report and Administration, Management & Coordination per Attachment A

8. **Other**

9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL SEPTEMBER 2, 2014

The Creston City Council met in regular session at 6:00 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Loudon, Lybarger, Koets, Wilson, Levine, Madison and White.

Wilson moved seconded by Loudon to approve the agenda. All voted aye. Motion declared carried.

Wilson moved seconded by Lybarger to approve the consent agenda, which included approval of minutes of August 19, 2014, regular meeting; claims of \$272,032.78 and fund transfers of \$100,000.00; and liquor license renewal for Chuong Garden. All voted aye. Motion declared carried.

During Public Forum, Lennie Thompson, 911 N. Spruce, spoke with Council regarding the traffic speeds of the school students and that the police don't seem to arrive until after the kids are already gone. He also spoke about the turkey buzzards that continue to roost in the 900 block of North Spruce and Sycamore Streets and would really like to get something done about it. Mayor Woods suggested Mr. Thompson have the person who owns the property with the tree that is being roosted in, come to a meeting, as well as obtain estimates from individuals/companies that remove trees to see what the cost of removing that tree would be.

Pat Ball, of Stanley Consultants, Inc., discussed the Iowa Nutrient Reduction Strategy Compliance for point sources. The Iowa DNR has finalized the strategy to reduce nitrogen and phosphorus in Iowa streams, ultimately flowing to the Mississippi River and the Gulf of Mexico. There are 102 facilities in Iowa impacted by the Nutrient Reduction Strategy and the City of Creston's Wastewater Treatment Plant is one of them.

Brian Zachary, of Creston: Arts, discussed pricing of the Elm Street Mural. They initially were going to have volunteers paint the retaining walls, but because of safety issues on such a busy street, the Arts group felt it was a better choice to hire a professional to do the painting. Creston: Arts is making a request of \$6,500.00 from the City of Creston's Hotel/Motel Fund to cover the expense of primer, paint and labor. The request will be on the next City Council Agenda.

A resolution was offered by Wilson seconded by Levine to set a Public Hearing for Tuesday, September 16, 2014, at 6:00 p.m. for the purpose of accepting comment on the following ordinance amendments:

- **Ordinance No. 15-154** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY ADDING PROVISIONS PERTAINING TO VAPOR PRODUCTS AND ALTERNATIVE NICOTINE PRODUCTS
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- **Ordinance No. 15-158** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO PERSON UNDER LEGAL AGE/SOCIAL HOSTS

and authorize the Mayor and Clerk to execute the proper documentation. Madison, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by White to approve the Annual Street Financial Report and authorize the Mayor and Clerk to execute the proper documentation. Loudon, Lybarger, Koets, Wilson, Levine, Madison and White voted aye. Resolution declared passed.

A resolution was offered by White seconded by Loudon to approve request for Sole Source Procurement for Engineering Services and formally select Veenstra & Kimm for the 2014 CDBG Northside Sewer Rehabilitation Project pending IEDA approval and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Wilson, Levine, Madison, White and Loudon voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Levine to approve an easement request by Andrea Knuth, 106 N. Stone, to place a fence in City right-of-way and authorize the Mayor and Clerk to execute the proper documentation. Madison, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Resolution declared passed.

White moved seconded by Wilson to approve a Lease Extension Agreement between the Creston Model Railroad Club and the City of Creston. All voted aye. Motion declared carried.

A resolution was offered by White seconded by Wilson to set a Public Hearing on September 16, 2014, at 6:00 p.m. for an easement request to place a parking area on City right-of-way at 810 W. Montgomery and authorize the Mayor and Clerk to execute the proper documentation. Levine, Madison, White, Loudon, Lybarger, Koets and Wilson voted aye. Resolution declared passed.

A resolution was offered by White seconded by Wilson to set a Public Hearing on September 16, 2014, at 6:00 p.m. for an easement request to place buried electrical wires along north side of Adams Street from Industrial Parkway to Osage Street and authorize the Mayor and Clerk to execute the proper documentation. Lybarger, Koets, Wilson, Levine, Madison, White and Loudon voted aye. Resolution declared passed.

Public Works Director Kevin Kruse gave Council an update on the Traffic Safety Improvement Project, which starts Monday, September 8, 2014, at the Elm Street Crossing. Once completed they will begin working on the New York Avenue Crossing. The contractor has a 20-day working contract.

Tim Ostroski, Director of SICOG, read the seven policies that directly relate to the CDBG Program for the Northside Sewer Rehabilitation Project #14-WS-038.

A resolution was offered by Wilson seconded by Levine to adopt the seven policies that directly relate to the CDBG Program for the Northside Sewer Rehabilitation Project #14-WS-038 and authorize the Mayor and Clerk to execute the proper documentation. Madison, White, Loudon, Lybarger, Koets, Wilson and Levine voted aye. Resolution declared passed.

Wayne Pantini, Director of UCDA, discussed the Home Base Iowa Program that has been created by Governor Terry Branstad, Iowa Workforce Development, the Iowa Economic Development Authority, and Iowa's veteran community to help veterans across the country find private sector jobs, explore career paths, and make a smooth transition to civilian life here in Iowa. Mr. Pantini has asked the City to participate and designate a city official to represent the Creston City Council on the local organizing committee.

A resolution was offered by Madison seconded by Wilson authorizing participation in the Home Base Iowa Program and designating a city official to represent the Creston City Council on the local organizing committee and authorize the Mayor and Clerk to execute the proper documentation. Levine, Madison, White, Loudon, Lybarger, Koets and Wilson voted aye. Resolution declared passed.

Mayor Woods designated Councilperson Wilson to serve on the committee for the Home Base Iowa Program.

Wilson moved seconded by Levine to approve Prairie View Assisted Living's request to operate golf carts on the walking trail and giving residents rides during the week of September 8 – September 12, 2014, which is designated as National Assisted Living Week. All voted aye. Motion declared carried.

Under Other, Mayor Woods told Council he'd received a request from the Library Board that they wish to meet with Council and hold a Work Session on Monday, September 15, 2014, at 5:15 p.m. at the Library.

Loudon moved seconded by White to adjourn the meeting. All voted aye. Council adjourned at 6:55 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO &	MAG POUCH, BOOTS, PANTS	177.97		
			MAG POUCH, BOOTS, PANTS	10.68		
			MAG POUCH, BOOTS, PANTS	217.48		
			MAG POUCH, BOOTS, PANTS	57.52		
			UNIFORM PANTS-SHAWLER	57.81		
		IOWA LAW ENFORCEMENT ACADEMY	FIREARMS INST CLASS-CARR	575.00		
		CRESTON MOTOR SUPPLY INC	BATTERY	114.34		
			LAMPS	28.78		
		PETTY CASH - POLICE	USPS - CERT MAIL	3.40		
			USPS-CERT MAIL	8.68		
			USPS-CERT MAIL	14.97		
		PETZNICK'S PRINTING CO	ENVELOPES	74.50		
		SUPREME CLEANERS	UNIFORM CLEANING -AUG'14	42.50		
		VER MEER, PAUL	QTR CELLPHONE REIMBURSEMEN	60.00		
		ENFORCEMENT VIDEO LLC	WIRELESS MIC BAT & HOLSTR	91.00		
			TOTAL:	1,534.63		
		DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING - AUG'14	3,540.21
					TOTAL:	3,540.21
		FIRE PROTECTION	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-FIRE STATION	38.88
ED M FELD EQUIP CO INC	LOW LVL STRAINER, FITTING				500.00	
ALLIANT ENERGY-INT PWR&LGHT	GAS				28.30	
	ELECTRIC				624.36	
JACKSON, TODD	QTR CELLPHONE REIMBURSEMEN			60.00		
MCI	LONG DISTANCE			4.51		
MUNICIPAL EMERGENCY SERVICES	UNIFORM PANTS-F/T & P/T			727.25		
CRESTON MOTOR SUPPLY INC	BOLTS-CAMERA			0.60		
PETZNICK'S PRINTING CO	RENTAL INSPECT FORMS			104.00		
	TOTAL:			2,087.90		
BUILDNG & HSNG SAFETY	GENERAL FUND	CHAT MOBILITY	WIFI HOTSPOT-AUG'14	20.56		
			QTR CELLPHONE REIMBURSEMEN	60.00		
		IOWA CHAPTER OF IAEI	IAEI EVENT AMES	130.00		
		CRESTON MOTOR SUPPLY INC	ARM	91.98		
			TOTAL:	302.54		
ANIMAL CONTROL	GENERAL FUND	DEJARNETT, JAMES	SUCCESSFUL ADOPTION	20.00		
			QTR CELLPHONE REIMBURSEMEN	60.00		
		BIERLE, DOUG	GAS	19.23		
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	63.59		
	TOTAL:	162.82				
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	8,600.54		
			TOTAL:	8,600.54		
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	1,089.27		
			TOTAL:	1,089.27		
AIRPORT	GENERAL FUND	ARROW ENERGY, INC.	4000 GAL 100LL	17,100.30		
		WASTE MANAGEMENT	DUMPSTER-AUG'14	61.96		
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	598.24		
		IOWA DEPT OF NATURAL RESOURCES	3YR STORMWATER FEE	350.00		
		MCI	LONG DISTANCE	6.08		
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRIC-AIRPORT	10.00		
		WEST AVIATION INC	PER FBO CONTRACT	1,354.16		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FUEL PROFIT-AUG'14	3,154.51
			TOTAL:	22,635.25
SOLID WASTE CLCT/DSPSL GENERAL FUND		WASTE MANAGEMENT	GARBAGE COLLECTION-AUG'14	38,567.57
		PRAIRIE SOLID WASTE AGENCY	PER CAPITA ASSESSMENT-2ND	9,792.50
			TOTAL:	48,360.07
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LIBRARY	17.17
			WATER-LINCOLN SCHOOL	9.07
		WASTE MANAGEMENT	DUMPSTER-AUG'14	40.89
		ALLIANT ENERGY-INT PWR&LGHT	GAS	16.82
			ELECTRIC	1,128.02
			ELEC & GAS - LINCOLN SCHOO	138.73
		MCI	LONG DISTANCE	4.13
		TROY L SCHROEDER	REPAIR FAUCET LINCOLN SCHL	96.00
			TOTAL:	1,450.83
PARKS	GENERAL FUND	HUFF, MARK	QTR CELLPHONE REIMBURSEMEN	60.00
		WASTE MANAGEMENT	DUMPSTER-AUG'14	76.70
			DUMPSTER-AUG'14	115.56
		FARM & HOME SUPPLY INC	SUPPLIES-DUCT TAPE, SOAP	128.51
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	1,192.23
		CRESTON MOTOR SUPPLY INC	AIR & OIL FILTERS	77.56
		PETTY CASH - RECREATION	AGRIVISION - HOSE, PAINT	20.95
			FARM & HOME- BOLTS	0.90
		SERVICE TECHS INC	HEDGE TRIMMER ATTACH	436.68
			TOTAL:	2,109.09
RECREATION	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	524.60
		RJ'S PORTABLES	PORT-A-POTTIES	150.00
			TOTAL:	674.60
CEMETERY	GENERAL FUND	WHEELER, RODNEY	TRIMMER REPAIRS	80.69
		HON. TOM LATHAM-OFFICE SUPPLY ACCOUNT	11 US FLAGS 5X8	198.00
		HODGE, BRUCE	QTR CELLPHONE REIMBURSEMEN	60.00
		AKIN BUILDING CENTER	6 4X8 SHEETS PLYWOOD	106.74
		AGRIVISION	DECK WHEELS	53.32
			DECK WHEELS	44.00
			TRIMMER STRING	110.85
		WASTE MANAGEMENT	DUMPSTER-AUG'14	61.96
		FARM & HOME SUPPLY INC	GRASS SEED	257.94
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC	123.40
		MCI	LONG DISTANCE	3.06
			TOTAL:	1,099.96
SWIMMING POOL	GENERAL FUND	HYGIENIC LABORATORY-AR	COLIFORM BACTERIA TEST	12.50
		ALLIANT ENERGY-INT PWR&LGHT	GAS	1.20
			ELECTRIC	1,862.92
		MCI	LONG DISTANCE	0.05
			TOTAL:	1,876.67
FINANCIAL ADMINISTRATN GENERAL FUND		TAYLOR, MICHAEL	REIMBURSE MILEAGE	79.52
		INDEPENDENT PUBLIC ADVISORS, LLC	QTR RETAINER SVC	2,000.00
		BOCOMO HOLDINGS	REFUND SPEC ASSESS-PD	212.50
		MARTENS & COMPANY, CPA, LLP	FY'14 AUDIT	12,750.00
		BANKERS LEASING CO	COPIER LEASE-MAINTENANCE	217.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CRESTON CHAMBER OF COMMERCE	1ST ANNUAL FUNDING	3,125.00
		CRESTON PUBLISHING CO	LEGAL ADS-NOTICES-AUG'14	441.99
		IOWA ENVIRONMENTAL SERVICES INC	ASBESTOS TEST-610 W MILLS	350.00
		MCI	LONG DISTANCE	39.52
		PITNEY BOWES INC (SUPPLIES/MAINTENANCE	POSTAGE METER SUPPLIES	94.33
		STATE OF IOWA - AUDITOR	FILING FEE-FY'13 AUDIT	625.00
		TROPHY SHOP	NAME PLATE-MAIDSON	8.29
			TOTAL:	19,943.15
CITY HALL	GENERAL FUND	IOWA DIVISION OF LABOR SERVICES	BOILER INSPECT FEES-CITY H	40.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS	99.30
			ELECTRIC	1,159.91
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-AUG'14	500.00
		OFFICE MACHINES	3C TOWEL-2C TP	169.45
			TOTAL:	1,968.66
ROAD MAINTENANCE	ROAD USE TAX	NORRIS ASPHALT PAVING COMPANY	57T ASPHALT	4,560.00
			8.34T ASPHALT	667.20
			16.18T ASPHALT	1,294.40
		FREIGHTLINER OF DES MOINES INC	SWITCH SEAT	66.92
		MURPHY HEAVY CONTRACTING CORP	CONCRETE CRUSHING	8,489.75
		HAYS, JOHN	QTR CELLPHONE REIMBURSEMENT	60.00
		ARAMARK	LAUNDRY SERVICE	28.50
		BAKER, MIKE	QTR CELLPHONE REIMBURSEMENT	60.00
		DIAMOND VOGEL PAINTS	CABLE-BRAKE	36.30
		EASTERN IOWA TIRE, INC	4 RECAP TIRES SKID LOADER	997.44
		ALLIANT ENERGY-INT PWR&LGHT	GAS	52.07
			ELECTRIC	238.41
		IOWA TOOL & MANUFACTURING INC	20FT 12"DBL WALL PIPE	116.00
		JOHNSTON, JACK	QTR CELLPHONE REIMBURSEMENT	60.00
		MCI	LONG DISTANCE	1.91
		MICHAEL TODD & CO INC	2 FUNNELS	29.18
		CRESTON MOTOR SUPPLY INC	OIL FILTERS	231.97
			ORINGS, FITTING, BRKE	88.36
			BATTERY	81.93
			CHAIN & LINKS	66.32
			OIL DRY	37.95
			SQUEEGIE, PUTTY KNIF	30.96
			AIR COUPLER, TAPE	32.13
		SERVICE TECHS INC	21 CHAIN	19.95
		PRAIRIE SOLID WASTE AGENCY	CONST DEMO-502 N VINE	23.40
		AGRILAND FS INC	1050.1G UNLD, 780G DSL	5,781.64
			1060G UNLD, 1060G DSL	6,722.52
		ZIEGLER INC	HOSE FOR GRADER	75.87
			TOTAL:	29,951.08
ADMIN-STREETS (ENGINR)	ROAD USE TAX	KRUSE, KEVIN	QTR CELLPHONE REIMBURSEMENT	60.00
			TOTAL:	60.00
SELF FUNDING INSURANCE PAYROLL TAX BENEFIT		LAMAIR-MULOCK-CONDON CO.	EMPLOYEE BENEFITS SERVICE	5,000.00
			TOTAL:	5,000.00
POLICE FORFEITURE	POLICE FORFEITURE	CRESTON VET CLINIC PC	K9 VACC & MEDS	96.10
			TOTAL:	96.10
SANITARY SEWER/WASTWTR SEWER OPERATING FU		WINTERSTEIN, RAYMOND	I&I REIMBURSEMENT	371.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BRISTOW, JIM	QTR CELLPHONE REIMBURSEMENT	60.00
		AKIN BUILDING CENTER	PLYWOOD, INSUL, SCREWS, BIT	17.18
		B M SALES	1 CASE TOWELS	47.50
		CRESTON CITY WATER WORKS	1/2 ONE CALLS- AUG'14	48.15
		WASTE MANAGEMENT	DUMPSTER-AUG'14	75.14
		ENVIRONMENTAL RESOURCE ASSOCIATES	PT RENEWAL	277.63
		HYGIENIC LABORATORY-AR	FECAL COLIFORM-SLUDGE	185.50
			2 NH3'S	19.00
			2NH3'S	38.00
			2BOD'S	73.00
			2 NH3'S	38.00
			3 BOD	109.50
			3 TSS	57.00
			3 NH3	57.00
			3 FECAL COLIFORM	114.00
			2 NH3'S	38.00
			N&P	76.00
			2 BOD'S	73.00
			2 NH3'S	38.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS	378.62
			ELECTRIC	6,190.28
		MCI	LONG DISTANCE	3.43
		CRESTON MOTOR SUPPLY INC	OIL FILTER	35.58
			GENERATOR BATTERY	174.98
		PETTY CASH - SANITATION	WALMART-SOAP,SUPPLIES	46.84
			USPS - CERT MAIL	13.96
		UPS	POSTAGE	65.01
			POSTAGE	24.74
		USA BLUE BOOK	41244 POLYSEED	142.95
			32471 NITRO INHIBIT	165.00
			FRT	23.16
		WOLFE, JASON	QTR CELLPHONE REIMBURSEMENT	60.00
			TOTAL:	9,137.90
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS-AUG'14	36.40
		CRESTON VET CLINIC PC	CREDIT DISCOUNT-AUG'14	96.94-
			EMGCY MED DOG-BLU	100.00
			EMGY MED CAT-KENDRICK	100.00
			BULK FRONTLINE	92.45
		DOWNNEY, MYCALE	REIMBURSE ARL & GAS	115.00
		SOUTHERN HILLS VET SVC INC	VAC & WORM 4 KITTENS	189.00
			VACC POUND DOG-MURPHY	44.50
			VACC POUND DOG-MURPHY	24.75
			TEST,VAC,NEUTER-CAT-ARTS	99.00
			TEST,VACC,NEU-2 CATS	200.00
		HILLTOP VETERINARY CLINIC	SPAY DOG-DEJARNETT	70.00
			TOTAL:	974.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

001	GENERAL FUND		117,436.19
110	ROAD USE TAX		30,011.08
112	PAYROLL TAX BENEFIT		5,000.00
120	POLICE FORFEITURE		96.10
610	SEWER OPERATING FUND		9,137.90
953	ANIMAL SHELTER *AGENCY FU		974.16

GRAND TOTAL:			162,655.43
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TOTAL PAGES: 5

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 09/16/14

SELF FUNDING INSURANCE

TRISTAR BENEFIT	INV CHECK RUN	2,180.37
TRISTAR BENEFIT	INV CHECK RUN	11,911.08
KABEL	FLEX	95.00

SELF FUNDING INSURANCE	TOTAL	14,186.45
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FINANCE DEPARTMENT

UNION CO RECORDER	RECORDING FEES	25.50
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FINANCE DEPARTMENT	TOTAL	25.50
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BUILDING DEPARTMENT

UNION CO RECORDER	RECORDING FEES	27.00
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BUILDING DEPARTMENT	TOTAL	27.00
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MANUAL CHECKS/DEBITS TOTAL

14,238.95

FUND TRANSFERS FOR PERIOD ENDING:

09/17/14
POSTING DATE

THE FOLLOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 5,000.00	009 HOTEL-MOTEL TAX	001 GENERAL FUND	009 3-6910	5,000.00	
			001 3-4830		5,000.00
			009 1110		5,000.00
			001 1110	5,000.00	

FOR: BALLOON DAYS
VENDOR: SOUTHWEST IA BALLOON DAY COMMITTEE



Creston High School

Home of the Panthers

601 West Townline
Creston, Iowa 50801

Phone 641-782-2116
Fax 641-782-9502

Mr. Bill Messerole, Principal
Mr. Jeff Bevins, Asst Prin/Ath Dir

"To educate all students and encourage them to become creative, responsible, tolerant citizens"

September 8, 2014

Mr. Warren Woods
Mayor of Creston
116 West Adams
Creston, Iowa 50801

Dear Mayor Woods:

The Creston Senior High School would like to request that a permit be granted to hold the homecoming parade on the streets of Creston on the afternoon of **October 3, 2014**.

The parade route is as follows: Parade will start at the corner of Sycamore and Devoe and the route will be south on Sycamore to Adams, east on Adams to Maple, and north on Maple to Summit House Apartments, 509 N Maple (the old high school lot). Also, we would like the side streets to be available one block east and west of Sycamore (Seneca, Buckeye, Prairie) for participants to park until it is their turn to pull into the parade route.

We appreciate your support and hope that several Creston businesses and organizations will participate. Registration forms may be picked up in the high school office. If you have any questions, please call our high school office (782-2116).

Sincerely,

A handwritten signature in cursive script that reads "Bill".

Bill Messerole
Principal

LEASE AGREEMENT

COMES NOW the CRESTON ARTS COUNCIL and the CITY OF CRESTON and enter into the following Lease Agreement:

WHEREAS, the CITY OF CRESTON is the owner of the Depot/City Hall and surrounding properties;

WHEREAS, the CRESTON ARTS COUNCIL wishes to establish a display in the Depot/City Hall area;

WHEREAS, both parties are wishing to establish an agreement so that the CRESTON ARTS COUNCIL can proceed with their display.

IN CONSIDERATION of their mutual promises to perform, the parties agree as follows:

1. The CITY OF CRESTON shall lease a designated portion of the Depot/City Hall, formerly known as the Water Department Office area, to the CRESTON ARTS COUNCIL at the rate of One and No/100 Dollars (\$1.00) per year;
2. The CRESTON ARTS COUNCIL shall hold the CITY OF CRESTON harmless for any and all damage to the property, buildings or personal injury that may result directly or indirectly as a result of the use of this area;
3. The CRESTON ARTS COUNCIL shall provide proof of General Liability insurance to the CITY OF CRESTON in the amount of not less than –

• General Liability (each occurrence)	\$1,000,000.00
• Damage to rented premises (each occurrence)	\$50,000.00
• Medical Expense (any one person)	\$5,000.00
• Personal & ADV Injury	\$1,000,000.00
• General Aggregate	\$2,000,000.00
• Products-COMP/OP AGG	\$2,000,000.00

and the CITY OF CRESTON must be listed as an Additional Insured on the policy, at the time this Lease is executed and on the renewal of the Lease;

4. The CRESTON ARTS COUNCIL will work in conjunction with the representatives from the CITY OF CRESTON for the exact location of the display and the means and methods of construction/installation to insure that the display properly aligns with the décor of the

former Water Department Office area and does not, in any way, cause any irreparable damage to the existing former Water Department Office area or structures;

5. Improvements to the leased area must be approved by the City;
6. This Lease Agreement shall be effective commencing the 1st day of September, 2014, and shall continue for a one (1) year period;
7. This Lease Agreement may be renewable on the mutual agreement of the parties for an additional one (1) year period;
8. Should either party choose to terminate the Lease Agreement, the Lease Agreement may be terminated on thirty (30) days' notice by the request of either party. Upon the termination of this Lease Agreement, the CRESTON ARTS COUNCIL will be responsible for the complete removal, clean-up and restoration of the leased area to its original condition;
9. The CRESTON ARTS COUNCIL display shall at all times remain the property and sole ownership of the CRESTON ARTS COUNCIL;
10. The CRESTON ARTS COUNCIL shall be solely responsible for all maintenance and upkeep for the display;
11. If at any time the display is not properly maintained, that may be cause for termination of this Lease Agreement upon thirty (30) day notice by the CITY OF CRESTON.

THIS LEASE AGREEMENT constitutes the entire Lease Agreement and shall not be modified except in written form as executed by all parties hereto.

DATED this ____ day of _____, 20 ____.

CRESTON ARTS COUNCIL

CITY OF CRESTON

Brian Zachary

Warren Woods
Mayor, City of Creston

Creston: Arts

is a non-profit 501c3 whose primary objective is to provide a vehicle for coordination, advancement, promotion, and administration of all phases of the arts in Creston and the surrounding area. Among our projects are several **Tourism and Economic Development** related programs. Though these programs have an outward focus, they still feature local talents and thousands of local volunteer hours.

- We operate **The Depot Gallery**, a public art gallery that welcomes 1,000 visitors to the Depot each year, many from out of state. The Depot Gallery features 11 shows each year from student, local and visiting artists.
- We curate a program called **Creston: Arts Uptown**, whereby we place art in several businesses Uptown. Then we produce a postcard that lists all of the locations, and distribute those when we have the most people in town: 4th of July, Balloon Days, and Christmas. This is essentially a self-guided art-crawl. We are trying to get the people into the stores.
- We manage a program called **First Fridays** in Uptown. The first Friday of each month The Depot Gallery hosts an **Artist's Reception** for the new artist(s) of the month. In conjunction with this, the Upper Crust Bakery is open late, many times with **live music**. After the reception, Adams St. Espresso is open late and donates space for us to host **Open-Mic Night**. We provide a P.A. system and allow people to get up and read poetry or perform songs. This is our economic development effort to bring people to the Uptown for entertainment and dining, and creative expression.
- We facilitate a program called **Chalk The Town** on the 2nd and 3rd of July in order to add an attraction on the 4th of July. We place chalk murals in front of businesses and then produce postcards and maps that lead people to each business. This is a tourism program to draw people to Creston, but also an economic development program to get people to stores. We plan to offer businesses outside of Uptown murals of their logos along the parade route to invite greater participation.
- We facilitate other public art projects like **The Public Piano Project**, where we place a piano on the street for random people to play. The **"Before I Die I Want To..." chalkboard** is mounted so that anyone can express themselves with chalk. **The Elm St Mural Project** will help beautify an important entrance corridor to Creston's historic Uptown.
- Our **Web Presence and Social Media** form the basis of the new kind of marketing to not only our city, region, and state; but globally. When people want to know what is going on in Creston, Our super-cool webpage: www.crestonarts.com and our awesome Facebook page show them that we are a vibrant and culturally supportive community.

Some of our programming is not tourism related, but focuses on enriching the lives of the people in and around Creston. We take part in every community activity that we can (**Family Fun Night, Healthy Kids Day, visits to daycare centers...**) and provide our own **Summer Art Camp** for kids. Recently we have begun a **Social Canvas** experience where participants are guided through the steps to paint their own masterpiece. We have plans in the future for an Art Center and a Juried Art Show in the park.

Regardless of whether the focus is external or internal, Creston: Arts leverages over \$5,000 in donated rent and over 2,400 hours of volunteer work to provide dozens of cultural, educational, and artistic experiences in Creston, and the region, for citizens and visitors alike.

FY 2014/2015 Creston Arts Budget

Total Estimated Annual Expenses \$19,326

Everything in Blue is Tourism Related (\$14,725)

***Asking for \$11,925 from Hotel/ Motel tax**

Gallery total \$6125 (need \$3,325)

Expenses

Gallery updates – Gallery hanging system
\$1550
Carpet \$2850 **Endow Union Co. Grant \$2800**
Rent / Utilities -Approx. Donation \$3600
annual (not included in total)
Gallery misc. - \$120 annual for artist reception
\$60 annual for cleaning / hardware
Printing / Advertising - \$550 annual for mailers
\$110 annual for posters
\$275 annual for press
Guest Artist - \$500 annual for gas, lodging, and
accommodations.
Insurance \$110

Volunteer Hours –

770 hrs annual gallery guarding (AARP)
176hrs annual gallery guarding
48 hrs annual set up tear down.
48 hrs annual artist reception
24 hrs for carpet installation
80 hrs in hanging system installation

Gallery total: 1,146

Programming total: \$ 13,201 (\$8600) (\$4601)

Expenses-

Volunteer hours-

FY 2014/2015 Summer Art Camp (\$1,650)

total camp volunteer 374 hrs

Space Rental \$350 Donated (not included in total)

instructors \$1200
equipment \$50
materials \$300
marketing \$ 100

3 instructors=120 hours prep annual
2 volunteers, 8 hours a day, for 15
days = 240hrs annual
14 hours for marketing

FY2014/2015 Screen-Printing Workshops (total budget: \$6851) (need \$1551)

Equipment- \$3000 for screen-printing * Iowa Arts Council Grant

Supplies - \$1551

Space Rental \$800 (donated) (not included in total)

150 hrs annual (=\$1,500 value)

Open Mic (\$1320)

P.A.- \$900

36 hrs. annual for Open Mic Night

Printing /Advertising - \$420 annual

space rental donated - \$600 (not included in total)

Family Fun Nights (\$80)

Supplies -\$20 a month 4 months

36 hrs annual for Family Fun Night

Chalk the Town (\$1400)

Supplies - \$1100 for chalk

Printing / Advertising- \$300 annual

350 hrs annual for chalk the town

S. Elm Street Mural (\$6500)

Hire Artist Brian Mullin. Price includes primer and paint

100 hrs. annual for Elm St Mural
Volunteers do the surface prep work.
1 or 2 student assistant volunteers

Creston: Arts Uptown (\$350)

Printing / Advertising- \$250 annual for tourist pamphlets

Supplies - \$100 annual for hanging supplies

50 hrs. annual for Arts Uptown

Public Piano Project (\$100)

Supplies - \$100 annual

20 hrs. annual for Public Piano

Web Page & Social Media (\$250)

Fees- \$250 annual

150hrs. annual for social media

Total Estimated Annual Expenses

\$19,326

Tourism Programs & Gallery

\$14, 725

anticipated grants

\$5,800

**Asking for
from Hotel /Motel Tax**

\$11,925

\$5,350 in rent donated

**Total
annual
volunteer hours in
Creston: **2,412 hrs.****

* All figures are estimates and are subject to change

Endowment : We are going to start Creston: Arts Endowment in FY2015/2016. We hope to raise \$5,000 ourselves to leverage grants (Endow Union County, Dekko), and challenge investors. All money made by programming, minus costs, goes back into our fund for this investment.

Creston: Arts Elm St. Mural

After careful consideration of the site, it was decided to limit the volunteer time on the Elm St. Mural. There is a lot of traffic, and despite the sidewalk, it was deemed unsafe for groups of people, especially children. (Redoing the handball court mural next Spring in McKinley Park would be more suited to youth volunteers.) The flip-side of the traffic is the amount of people that will see the finished product.

We have decided to hire Brian Mullin, a professional painter and sign-painter, to do the mural. The importance of the site, a main corridor into Creston's historic core, made us choose a professional. Brian Mullin is from Creston and has experience.

The cost will be \$6,500 to Mr. Mullin and includes all Primer and Paint and Labor. He has given us a 50% discount on his labor, and says the Mural will survive 7 to 10 years. It can be finished this year if we start soon.

Creston: Arts will organize equipment and volunteers to scrape and prep the surface. Creston: arts will find one or two student volunteers to assist Mr. Mullin.

A brief comparison with other muralists in the area shows that this price is very reasonable. Diane Miller did an exterior mural in Afton that averaged \$8.25 per square foot, not including paint. This is very close to Mr. Mullin's quote, which includes paint, a \$500 value at least. Finally, Bubba Sorensen has a sliding scale. His lowest rate would cost us \$23,000 to do the 850 square feet of mural, *not including the paint and travel costs*.

These are the images that Creston: Arts will suggest to the artist for the Mural. He will do research and make the final image choices. He has been instructed to make the imagery as simple as possible, and therefore easier to "read" while driving. It is also cheaper than depicting "every hair of the fox".

Images for Elm Street Mural:

In chronological order except the Roundhouse, which should be #4 and still could be.

* indicates that there are pictures in the Creston book.

1. Prairie with Native Americans and Bison
2. Mormon Trail
3. A Steam Train
4. Old Windmill and old farm
5. Summit House (?)*
6. Blue Grass Palace of 1890*
7. Fountain from Rainbow Park (?)*
8. Depot*
9. The Bandshell and Summit Lake in the Background of Chautauqua Pavilion*
10. Iowana Hotel* and a guy playing a tuba*
11. **The Roundhouse***
12. A Streamliner Train*
13. Grain Elevators*
14. Astronaut (Apollo 7)*
15. Greater Regional Medical Center
16. SWCC *
17. Hot Air Balloons*
18. Fireworks
19. A Contemporary Amtrack Train (?)
20. A Modern Wind Turbine

Resolution No. ?? - 15

City Week Iowa 2014

A RESOLUTION OF THE CITY OF CRESTON RECOGNIZING CITY WEEK IOWA, OCTOBER 6 - 10, 2014.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, City Week Iowa is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Iowa that they can shape and influence the level of government which is closest to the people; and

WHEREAS, the Iowa League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different informational publications and projects; and

WHEREAS, City Week Iowa offers an important opportunity to convey to all the citizens of Iowa that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF CRESTON AS FOLLOWS:

Section 1. That the City of Creston encourages all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 2. That the City of Creston encourages educational partnerships between city government and schools.

Section 3. That the City of Creston supports and encourages all city governments to actively promote and sponsor "City Week Iowa."

PASSED AND ADOPTED by the City of Creston this 16th day of September 2014.

WARREN WOODS
MAYOR, CITY OF CRESTON

ATTEST:

LISA WILLIAMSON
CITY CLERK

ORDINANCE NO. 15 - 154

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY ADDING PROVISIONS PERTAINING TO VAPOR PRODUCTS AND ALTERNATIVE NICOTINE PRODUCTS

Be It Enacted by the City Council of the City of Creston, Iowa:

SECTION 1. SECTION MODIFIED. Section 46.01 of the Code of Ordinances of the City of Creston, Iowa, 1996, is repealed and the following adopted in lieu thereof:

46.01 CIGARETTES AND TOBACCO. It is unlawful for any person under eighteen (18) years of age to smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes. Possession of tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes by a person under eighteen years of age shall not constitute a violation of this section if said person possesses the tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes as part of the person's employment and said person is employed by a person who holds a valid permit under Chapter 453A of the *Code of Iowa* or who lawfully offers for sale or sells cigarettes or tobacco products.

(Code of Iowa, Sec. 453A.2)

SECTION 2. SECTIONS MODIFIED. Sections 121.01, 121.02, and 121.07 of the Code of Ordinances of the City of Creston, Iowa, 1996, are repealed and the following adopted in lieu thereof:

121.01 DEFINITIONS. For use in this chapter the following terms are defined:

(Code of Iowa, Sec. 453A.1)

1. "Alternative nicotine product" means a product, not consisting of or containing tobacco, that provides for the ingestion into the body of nicotine, whether by chewing, absorbing, dissolving, inhaling, snorting, or sniffing, or by any other means. "Alternative nicotine product" does not include cigarettes, tobacco products, or vapor products, or a product that is regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Federal Food, Drug, and Cosmetic Act.
2. "Cigarette" means any roll for smoking made wholly or in part of tobacco, or any substitute for tobacco, irrespective of size or shape and irrespective of tobacco or any substitute for tobacco being flavored, adulterated or mixed with any other ingredient, where such roll has a wrapper or cover made of paper or any other material. However, this definition is not to be construed to include cigars.
3. "Place of business" means any place where cigarettes or tobacco products are sold, stored or kept for the purpose of sale or consumption by a retailer.
4. "Retailer" means every person who sells, distributes or offers for sale for consumption, or possesses for the purpose of sale for consumption, cigarettes, alternative nicotine products, or vapor products, irrespective of the quantity or amount or the number of sales, or who engages in the business of selling tobacco, tobacco products, alternative nicotine products, or vapor products to ultimate consumers.
5. "Self-service display" means any manner of product display, placement, or storage from which a person purchasing the product may take possession of the product, prior to purchase, without assistance from the retailer or employee of the retailer, in removing the product from a restricted access location.

6. "Tobacco products" means the following: cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff; cavendish; plug and twist tobacco; fine-cut and other chewing tobaccos; shorts or refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or for both chewing and smoking, but does not mean cigarettes.

7. "Vapor product" means any noncombustible product, which may or may not contain nicotine, that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from a solution or other substance. "Vapor product" includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device, and any cartridge or other container of a solution or other substance, which may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. "Vapor product" does not include a product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Federal Food, Drug, and Cosmetic Act.

121.02 PERMIT REQUIRED.

1. **Retail Cigarette Permits.** It is unlawful for any person, other than a holder of a retail permit, to sell cigarettes, alternative nicotine products, or vapor products at retail and no retailer shall distribute, sell, or solicit the sale of any cigarettes, alternative nicotine products, or vapor products within the City without a valid permit for each place of business. The permit shall, at all times, be publicly displayed at the place of business so as to be easily seen by the public and the persons authorized to inspect the place of business.

(Code of Iowa, Sec. 453A.13)

2. **Retail Tobacco Permits.** It is unlawful for any person to engage in the business of a retailer of tobacco, tobacco products, alternative nicotine products, or vapor products at any place of business without first having received a permit as a retailer for each place of business owned or operated by the retailer.

(Code of Iowa, Sec. 453A.47A)

A retailer who holds a retail cigarette permit is not required to also obtain a retail tobacco permit. However, if a retailer only holds a retail cigarette permit and that permit is suspended, revoked, or expired, the retailer shall not sell any tobacco, tobacco products, alternative nicotine products, or vapor products, during such time.

121.07 PERSONS UNDER LEGAL AGE. No person shall sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under eighteen (18) years of age. The provision of this section includes prohibiting a minor from purchasing tobacco, tobacco products, alternative nicotine products, vapor products, and cigarettes from a vending machine.

(Code of Iowa, Sec. 453A.2, 453A.22 and 453A.36[6])

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, _____.

City Clerk

ORDINANCE NO. 15 - 155

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO OFF-ROAD UTILITY VEHICLES

Be It Enacted by the City Council of the City of Creston, Iowa:

SECTION 1. SUBSECTION MODIFIED. Subsection 3 of Section 75.02 of the Code of Ordinances of the City of Creston, Iowa, 1996, is repealed and the following adopted in lieu thereof:

3. "Off-road utility vehicle" means a motorized vehicle, with not less than four and not more than eight non-highway tires or rubberized tracks, that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. "Off-road utility vehicle" includes the following vehicles:

(Code of Iowa, Sec. 321I.1)

A. "Off-road utility vehicle – type 1" includes vehicles with a total dry weight of 1,200 pounds or less and a width of 50 inches or less.

B. "Off-road utility vehicle – type 2" includes vehicles, other than type 1 vehicles, with a total dry weight of 2,000 pounds or less and a width of 65 inches or less.

C. "Off-road utility vehicle – type 3" includes vehicles with a total dry weight of more than 2,000 pounds or a width of more than 65 inches, or both.

An operator of an off-road utility vehicle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, _____.

City Clerk

ORDINANCE NO. 15 - 156

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO SOLID WASTE

Be It Enacted by the City Council of the City of Creston, Iowa:

SECTION 1. SUBSECTION MODIFIED. Subsection 16 of Section 105.02 of the Code of Ordinances of the City of Creston, Iowa, 1996, is repealed and the following adopted in lieu thereof:

16. "Solid waste" means garbage, refuse, rubbish, and other similar discarded solid or semisolid materials, including but not limited to such materials resulting from industrial, commercial, agricultural, and domestic activities. Solid waste may include vehicles, as defined by Section 321.1 of the *Code of Iowa*. Solid waste does not include any of the following:

(Code of Iowa, Sec. 455B.301)

A. Hazardous waste regulated under the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6921-6934.

B. Hazardous waste as defined in Section 455B.411 of the *Code of Iowa*, except to the extent that rules allowing for the disposal of specific wastes have been adopted by the State Environmental Protection Commission.

C. Source, special nuclear, or by-product material as defined in the Atomic Energy Act of 1954, as amended to January 1, 1979.

D. Petroleum contaminated soil that has been remediated to acceptable State or federal standards.

E. Steel slag which is a product resulting from the steel manufacturing process and is managed as an item of value in a controlled manner and not as a discarded material.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of
_____, _____.

City Clerk

ORDINANCE NO. 15 – 157

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO VACANCIES IN AN ELECTED OFFICE AND CITY ELECTIONS

Be It Enacted by the City Council of the City of Creston, Iowa:

SECTION 1. SECTION MODIFIED. Section 5.10 of the Code of Ordinances of the City of Creston, Iowa, 1996, is repealed and the following adopted in lieu thereof:

5.10 VACANCIES. A vacancy in an elective City office during a term of office shall be filled, at the Council's option, by one of the two following procedures:

(Code of Iowa, Sec. 372.13[2])

1. **Appointment.** By appointment, following public notice, by the remaining members of the Council. The appointment shall be made within sixty (60) days after the vacancy occurs and shall be for the period until the next regular City election unless there is an intervening special election for the City, in which event the election for the office shall be placed on the ballot at such special election. If the Council chooses to proceed under this subsection, the Council shall publish notice of the appointment in accordance with Section 372.13 of the *Code of Iowa*. If the remaining members do not constitute a quorum of the full membership, or if a petition is filed requesting an election, the Council shall call a special election as provided by law.

(Code of Iowa, Sec. 372.13[2a])

2. **Special Election.** By a special election held to fill the office for the remaining balance of the unexpired term as provided by law.

(Code of Iowa, Sec. 372.13[2b])

SECTION 2. SECTION MODIFIED. Section 18.12 of the Code of Ordinances of the City of Creston, Iowa, 1996, is repealed and the following adopted in lieu thereof:

18.12 ELECTIONS. The Clerk shall perform the duties relating to elections in accordance with Chapter 376 of the *Code of Iowa*.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, _____.

City Clerk

ORDINANCE NO. 15 - 158

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO PERSONS UNDER LEGAL AGE/SOCIAL HOSTS

Be It Enacted by the City Council of the City of Creston, Iowa:

SECTION 1. SECTION MODIFIED. Section 45.01 of the Code of Ordinances of the City of Creston, Iowa, 1996, is repealed and the following adopted in lieu thereof:

45.01 PERSONS UNDER LEGAL AGE. As used in this section, “legal age” means twenty-one (21) years of age or more.

1. **Social Host.** A person who is the owner or lessee of, or who otherwise has control over, property that is not a licensed premises shall not knowingly permit any person, knowing or having reasonable cause to believe the person to be under the age of eighteen, to consume or possess on such property any alcoholic liquor, wine, or beer. The provisions of this subsection do not apply to a landlord or manager of the property or to a person under legal age who consumes or possesses any alcoholic liquor, wine, or beer in connection with a religious observance, ceremony, or rite.

(Code of Iowa, Sec. 123.47[1A])

2. **Purchase, Consume, or Possess.** A person or persons under legal age shall not purchase or attempt to purchase, consume, or individually or jointly have alcoholic liquor, wine or beer in their possession or control; except in the case of liquor, wine or beer given or dispensed to a person under legal age within a private home and with the knowledge, presence and consent of the parent or guardian, for beverage or medicinal purposes or as administered to the person by either a physician or dentist for medicinal purposes and except to the extent that a person under legal age may handle alcoholic beverages, wine, and beer during the regular course of the person's employment by a liquor control licensee, or wine or beer permittee under State laws.

(Code of Iowa, Sec. 123.47[2])

3. **Misrepresentation of Age.** A person under legal age shall not misrepresent the person's age for the purpose of purchasing or attempting to purchase any alcoholic beverage, wine, or beer from any licensee or permittee.

(Code of Iowa, Sec. 123.49[3])

SECTION 2. SECTION REPEALED. Section 45.02 of the Code of Ordinances of the City of Creston, Iowa, 1996, is repealed in its entirety.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this
_____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

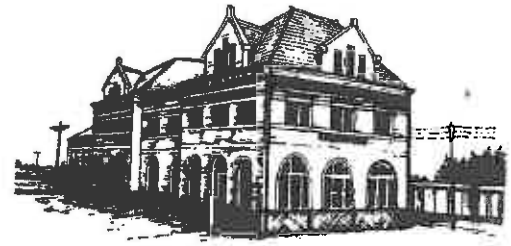
Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of
_____, _____.

City Clerk

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

September 12, 2014

TO: Mayor Woods and City Council Members

RE: Perry Wind LLC Easement Request

Attached please find a drawing of the proposed wiring location as shown by the yellow line on the drawing. To begin with I was not told of the need for placing some pad mount equipment also on the right of way for the proper connections to be made in. Now Perry Wind is requesting this also.

I don't see an issue with the equipment in this location as long as the equipment is placed to the north edge of the right of way as determined by a land surveyor and that a stipulation is placed in the resolution and easement agreement that if the city would ever need the equipment moved to do street improvements or widening, that the pad mount equipment would be moved at Perry Wind LLC's expense.

There will be representatives from the company at the Council meeting to answer any questions.

Respectfully,

Kevin Kruse
Public Works Director



**Optimum Renewables
Lindeman Project
Near Creston
Union Co, IA**

Legend

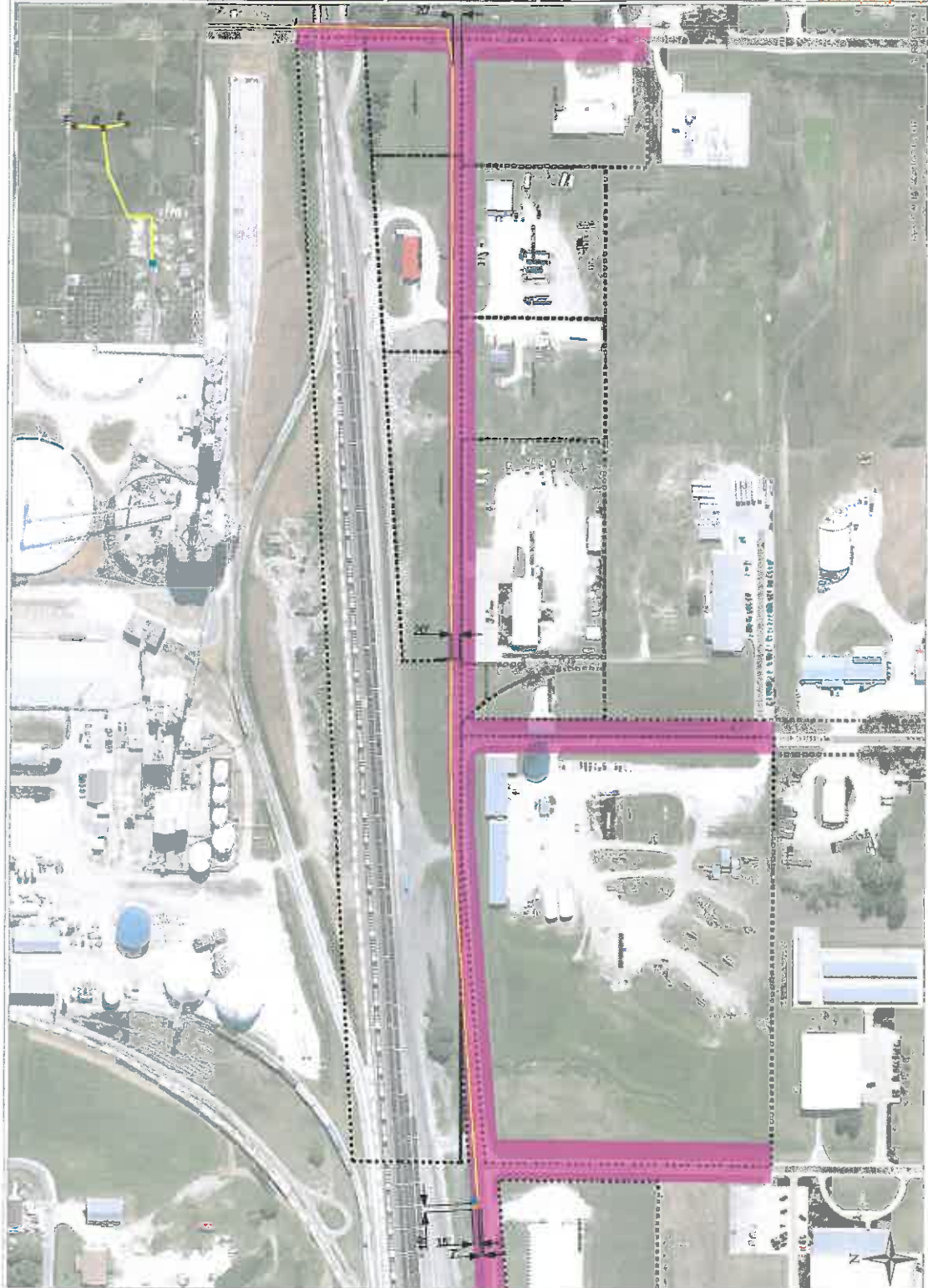
- Interconnect
- Proposed Collection
- Overhead Electric
- Ground Mounted
- Interconnection
- ROW
- Parcel

Metadata

Date Printed: 9/11/2014
Version: 3.1
Source: ESRI
User: Adam Nelson
Projection: NAD 1983 State Plane South (US Feet)
File: E:\GIS\Optimum Renewables\Optimum_Renewables_Creston_2014_0911_29403_Lindeman_Collection.mxd



Copyright: Mickels Corporation
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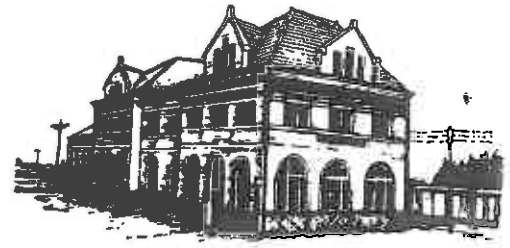


1. Data provided for this project is for informational purposes only and is not intended for use in any legal proceeding. The user assumes all liability for any use of this data.
2. The user acknowledges that the data is provided for informational purposes only and is not intended for use in any legal proceeding. The user assumes all liability for any use of this data.

1 inch = 100 feet

City of
CRESTON, IOWA

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Creston's Restored Depot and City Hall

August 27, 2014

TO: Mayor Woods and City Council Members

RE: Andrea Knuth, 106 N Stone, request to place fence in City right of way

Andrea Knuth is requesting an easement to place a 6 foot tall privacy fence approximately 8 feet into the city right of way along the south side of Montgomery Street, west of Stone Street.

Attached is the permit application showing the location of this fence.

Please contact me with any questions at 782-2000 ext. 1 or at kkruse@crestoniowa.org.

Thank you,

Kevin Kruse
Public Works Director

**BUILDING PERMIT UNDER ZONING ORDINANCE OF
CITY OF CRESTON, IOWA**

Permit No. 9348

APPLICATION FOR PERMIT

Date 8-27-14

The undersigned hereby makes application to erect or remodel a 6' TALL WOODEN PRIVACY FENCE on

Lot 1 Block 2 Addition HIGBEE + BAKER'S 1ST

No. _____ Street _____

Owned by ANDREA KATH

Address 106 N STONE Phone _____

Number of rooms _____ Bedrooms _____ Toilets _____

Material: Exterior wall _____ Interior wall _____

Foundation _____ Roof _____ Floor _____

Sq. feet: Basement _____ 1st Floor _____ 2nd Floor _____ Garage _____

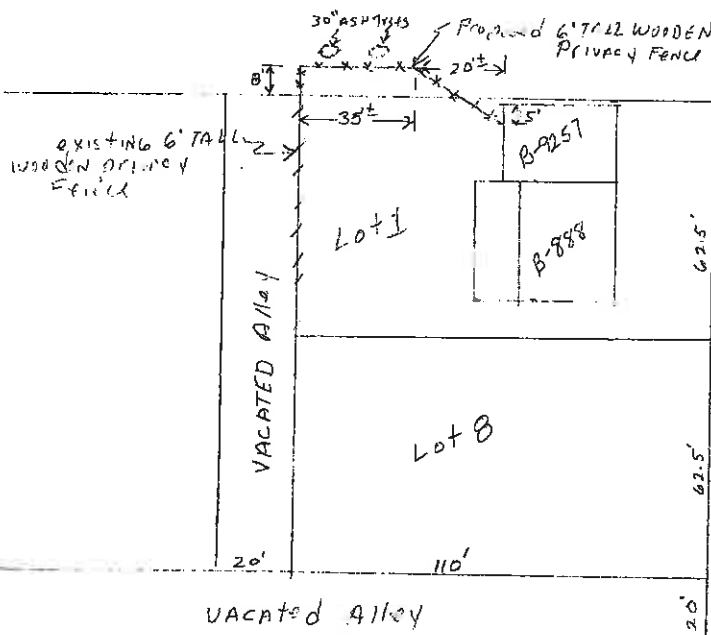
Valuation _____ Fee _____ Type of heat _____

Ceiling Height: Basement _____ 1st Floor _____ 2nd Floor _____

Dimensions of Building: Width _____ Depth _____ No. of Stories _____

Use District _____ Intended Use _____ Area of Lot _____

Montgomery Street +
66' Wide R.O.W.



This application and any permit that may be granted in response thereto are subject to all the laws of the State of Iowa, and all ordinances of the City of Creston, Iowa, and the rules and regulations of the State and local Board of Health, that may have a bearing on the same.

Applicant, being fully advised, hereby certifies that he is the owner or that he is authorized and empowered to represent the owner, who makes the accompanying application; that the application, plat, plans and specifications are true, and contain a correct description of the proposed building, lot and work, and use to which building is to be placed.

REC'D TO CITY COUNCIL PROPOSED
17-14 KATH

Signed _____ Applicant

Examined and approved this _____ day of _____ 20_____

Administrative Officer



SNYDER & ASSOCIATES, INC.
Engineers and Planners

STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS ____ day of _____, 2014, Snyder & Associates, Inc., 2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and Parks and Recreation Board, City of Creston, Attn: John Kawa, Chair (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: McKinley Lake Water Quality Improvement Phase I
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Standard Rate Schedule

Exhibit

Exhibit

_____(Client)

By: _____
(Authorized agent)

(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By: 
(Authorized agent)

Mark A. Land, P.E., CFM

(Printed or typed signature)

Route executed copy to: Mark A. Land

EXHIBIT A
SCOPE OF SERVICES
MCKINLEY LAKE WATER QUALITY IMPROVEMENTS – PHASE 1
CITY OF CRESTON, IOWA

PROJECT DESCRIPTION

This project is for engineering services associated with Phase 1 of the McKinley Lake Water Quality Improvements to restore and expand existing wetlands by establishing a multi-cell treatment system upstream of Adams Street. This is one of the components to address water quality issues in the Hurley Creek Watershed, particularly the impairment of Lake McKinley by sediment and nutrient loading since the dam was built in the 1930s.

The Phase 1 improvements consist of establishing the upper two cells, particularly aimed at settling sediment load to facilitate future cleaning and enhance the quality and diversity of the wetland system. The project is located within property of the City of Creston, Iowa. Elements include a low-berm to enhance water quality treatment and sedimentation in the upper cells to be excavated and wetland mitigation within the cells.

Engineering services will include the design, to expand the conceptual layout and efforts. This work is being done for the City of Creston, who received a Watershed Improvement Review Board (WIRB) grant to support the local efforts to initiate the implementation of the multi-cell wetland system. Limited engineering services are also included as estimated to address permitting efforts, but may require additional services if required by the permitting agencies in the context of this wetland and water quality enhancement initiative.

The City of Creston is the *Client* in this Scope of Services and Professional Services Agreement. This project will be completed through a Professional Services Agreement with the City of Creston with the cooperation of the other partners cooperating with this initiative, such as those with supporting letters in the WIRB grant application, including for example the Southern Iowa Council of Governments and the Iowa DNR Fisheries.

ENGINEERING SERVICES

The *Professional* will provide the following Engineering Services. To facilitate the *Client's* administration of the grant, the services detailed in this scope separate to the extent possible those services associated with obtaining permits for the construction of the improvements.

1. Preliminary Design

1.1. Project Administration

- 1.1.1. The *Professional* will coordinate with *Client* aspects such as project goals and expectations, regulatory requirements, design timelines, construction timelines, and critical communications for Project success from inception through the design and to the completion of construction.
- 1.1.2. The *Professional* will provide overall project management and control of the design contract. The administration also includes management of personnel and subconsultant scheduling and coordination. Monthly status reports and billing statements will be prepared and submitted to the *Client*.
- 1.1.3. The *Professional* will assist the *Client* in reviewing and coordinating with development plans, particularly to identify grading needs and constraints.
- 1.1.4. The *Client* will assist the *Professional* in reviewing project design plans and coordinating with other stakeholders, such as to provide any necessary information and feedback.
- 1.1.5. Communication for this project is anticipated to be via telephone, email, or hard copy of materials. One meeting is planned to assist with the public input meeting scheduled for September 9, 2014. Note that opportunities for on-site meetings can be associated with other activities, such as the pre-construction conference or the site observation/review.

1.2. Topographic Survey

- 1.2.1. The *Professional* shall provide a topographic survey of the anticipated grading area (such as estimated in the conceptual plan) to obtain existing site terrain grades, and locations of existing above ground features. Provide a CADD terrain model with one-foot contour intervals and spot elevations.
- 1.2.2. Existing topographic information may be used as reference, as necessary for the project design, such as LiDAR data and previous survey data.
- 1.2.3. Survey will be in U.S. survey feet to the State Plane Coordinate System (IA South Zone) and the NAVD 88 vertical datum.

1.2.4. The survey scope does not include surveying individual trees south of the Phase 1 construction area.

1.2.5. Boundary survey is not included in this scope.

1.2.6. Existing Utilities – The **Professional** shall provide as survey of existing features the known existing utility information based on surface evidence and utility company field locates. This service includes, contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site; perform a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level “C” Subsurface Utility Engineering survey as outlined below.

- **Quality Level C** involves surveying visible above-ground utility facilities such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness therefore, should be confined to rural projects where utilities are not prevalent or are not too expensive to repair or relocate.

1.3. Geotechnical Investigation

1.3.1. Geotechnical investigation shall be contracted by the *Client* to a firm specializing in such work. The **Professional** will work to coordinate the geotechnical investigation from the project. Soil boring locations will be identified through and coordinated with the geotechnical subconsultant. The geotechnical subconsultant will drill and sample up to three soil borings 20 to 30 feet deep; coordinate utility locations (Iowa One Call); and include the laboratory testing, engineering analysis, and a written report summarizing the findings and recommendations.

1.4. Preliminary Design

1.4.1. Preliminary Grading Plan. Prepare a preliminary grading plan within the footprint identified in the concept plan and adjusted to site constraints and considering the wetland information and project objectives. Produce a digital file with 1-foot contours to be included in the plans. Estimate earthwork volumes.

1.4.2. Wetland Mitigation Planting Plan. Prepare a planting plan to illustrate the overview of proposed plantings, such as to contribute to permitting efforts.

1.4.3. Outlet Design. The **Professional** shall design one outlet for the proposed upper basin, under the assumption of using a low berm near the estimated 1,243 ft elevation of the concept plan.

- 1.4.4. The **Professional** shall submit to the **Client** the preliminary design plans and preliminary cost opinion for review and approval. **Client** shall provide any comments within ten business days of receipt, which **Professional** shall incorporate or address in the final design plans.

2. Final Design

- 2.1. The **Professional** shall revise the project plans based on the **Client's** review comments to the preliminary plans.
- 2.2. Prepare bid documents based on review comments received from the **Client**. The **Professional** shall deliver five (5) hard copies and one electronic pdf format copy of the Contract Documents within fifteen business days of receipt of **Client's** review comments. This final submission shall be signed and sealed, suitable for permitting and bidding. The bid documents shall include the pertinent technical specifications.
- 2.3. The **Professional** shall provide the **Client** with an updated opinion of probable construction costs based on final plans and specifications, and broken out by bid item.

3. Construction Services

- 3.1 Bidding. Provide project administration during the bidding process. Assumes one bid letting. Address questions about the plans and specifications developed by the **Professional**, distribute addenda as needed, and notify potential contractors of the opportunity within the confines of the state law to maximize the bidder pool.
- 3.2 Services do not include conducting a pre-bid meeting for interested contractors.
- 3.3 Provide administration during construction.
 - 3.3.1 Conduct a preconstruction conference attended by representatives of the Contractor, **Client**, and affected stakeholders.
 - 3.3.2 The **Professional** will assist the **Client** with general administration and coordination of the project.
 - 3.3.3 Answer design interpretation questions from the **Client**, Contractor, review staff and appropriate agencies.
 - 3.3.4 Review of Submittals. Review shop drawings and other submittals as required of the Contractor by the contract documents for conformance with the design concept of the project and compliance with the information given in the contract documents.
 - 3.3.5 Contractor Payment Requests. Review and verify monthly pay quantities to assist **Client** in processing pay requests from the Contractor and contract change orders.

3.3.6 Site Observation. Perform construction site visits by design personnel at appropriate stages of construction to observe and review the quality of work and to determine whether the work conforms to the contract documents. Up to two site visits are estimated.

3.3.7 Client Site Observation. The *Client* and other assigned representatives will assist with construction observation and coordinate with the *Professional* to answer questions and determine any action items.

3.3.8 Participate in a review of the project with *Client* and review staff near completion and prepare a list of items to be completed or corrected.

3.3.9 Final Acceptance. Participate in a field observation of the completed project with *Client* and review staff before a final application for payment is processed for the Contractor.

3.3.10 Record Drawings. The *Client* will develop the record drawings utilizing the construction observation records of the field review staff and the Contractor showing those changes made during construction considered significant.

3.4 Construction Staking. The *Professional* will establish six Control Points for GPS Grading. The *Professional* will provide layout of the top of pond contour at 50' intervals for the Contractor's use in constructing said pond. The *Professional* estimates two site visits for said services. Additional site visits, restaking, and additional staking of items not addressed in this proposal shall be considered extra services.

4. Construction Permits

4.1. *Professional* will prepare and apply for necessary construction permits with *Client* assistance and approval. The permits envisioned in this scope are outlined as follows. This scope is based on the assumption that nation-wide permits would be processed associated with the USACE administered 404 Permit.

4.2. Floodplain permitting.

4.2.1. In conjunction with the Joint Application Form, the *Professional* will coordinate the need for floodplain permitting. The services within this scope are based on providing plan and profile information, and one update to the previously developed PondPack model to provide hydrologic and hydraulic information to support the flood plain permit application.

4.2.2. This scope does not include additional investigations, analyses or documentation that may be required, such as detailed geotechnical investigations, detailed hydraulic modeling (HEC-RAS), and processing other FEMA documentation. This scope also is based on the assumption that a dam permit is not required, since the proposed berm is below the base flood elevation controlled by Adams Street.

4.3. Stormwater Pollution Prevention Plan.

4.3.1. **Professional** will utilize the electronic files, as provided by the **Client**, in order to prepare the associated Stormwater Pollution Prevention Plan (SWPPP) drawings showing preliminary erosion control measures for the site. If provided by the client, existing contours will be used to develop the SWPPP and placement of the controls. LiDAR will be used if existing contour files are not available.

4.3.2. Based on the electronic files and information that has been received from the client, **Professional** will prepare for client's signature a Notice of Intent (NOI) for Storm Water Discharge Permit No. 2 and will prepare the SWPPP booklet using the latest EPA SWPPP template. Owner/contractor's will be solely responsible for compliance with and administration of the SWPPP and all Federal, State, and local laws, ordinances, rules and regulations that may be applicable to storm water pollution prevention. **Professional** will obtain the public notice as required by the Iowa Department of Natural Resources. The **Client** will be responsible for the permitting fees and submittal of the NOI to the Iowa Department of Natural Resources.

4.4. Wetland delineation update. **Professional** will complete a site visit to determine if the wetland boundaries have changed since the Wetland Delineation Report (February 7, 2011). If these boundaries have changed, the upper boundaries of the wetlands will be resurveyed and the report updated to reflect these changes. This work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers USACE Wetland Delineation Manual and Midwest Supplement.

4.5. Wetland permitting and mitigation design

4.5.1. A permit application (Joint Application Form) will be submitted to the Iowa Department of Natural Resources and Rock Island District Corps of Engineers. The **Professional** will act as the Authorized Agent throughout the permitting process. During this process, the **Professional** staff will respond to inquiries from the Iowa Department of Natural Resources and Rock Island District Corps of Engineers.

4.5.2. The **Professional** will design an on-site mitigation plan that complies with USACE Wetland Mitigation Guidelines and IDNR Requirements. The permitting and mitigation design does not include the cost for completing archaeological services that may be required by USACE or IDNR. The mitigation plan does not include the cost of performing additional studies if a regulatory agency requires off-site mitigation.

4.6. Wetland mitigation construction as-built and report. Upon approval from USACE and IDNR of the mitigation plan, a new wetland area will be constructed to compensate for the loss of jurisdictional wetlands. The **Professional** will complete an as-built survey and completion report for the mitigation site. The completion report will summarize construction activities and will be submitted to the **Client** and the USACE.

5. Additional Services

- 5.1. The *Client* may request Additional Services from the *Professional* not included in the Scope of Services as outlined. Additional Services may include, but not limited to, expanding the scope of the project and work to be completed; requesting the development of various documents; or extending the time to complete the project through no fault of the *Professional*.
- 5.2. Upon initiation of Additional Services, the *Professional* will negotiate the additional costs with the Client on the basis of hourly rates and expenses as outlined in the current *Professional's* Standard Fee Schedule. The current Standard Fee Schedule is included. The cost for additional services will be negotiated with the Client.
- 5.3. Additional services that may be required for processing construction permits may include, but are not limited to:
 - 5.3.1. Wetland mitigation monitoring. The *Professional* will provide follow-up monitoring as required by the USACE. Planting success rates, estimation of plant cover, assessments of hydrology and erosion, and overall condition of the wetland will be performed by The *Professional*. Recommendations such as additional planting, weeding, and construction modifications may be required to sustain the wetland will be reported to the Client and the USACE. Monitoring will be performed annually as required by USACE.
 - 5.3.2. Phase I cultural resources investigation. Conduct comprehensive archival record searches, Phase I intensive field investigations, geomorphic assessment, and project completion report preparation. Weather permitting, project turn around estimate is 60 days. Alternate schedule is possible at discretion of Client. In accordance with Iowa SHPO Regulations, if standing snow and/or deep frost is encountered within project area, implementation of field studies may be delayed. All services undertaken will meet or exceed Section 106 guidelines, and guidelines established by the Historic Preservation Office of the Iowa State Historical Society.
 - 5.3.3. Threatened and endangered species habitat survey. The *Professional* will evaluate potential threatened and endangered (T&E) species habitat at the project site. The *Professional* will conduct a web search for all pertinent information regarding T&E species and their potential for existence in the project area. The *Professional* will also contact local species specialists, if they are known to inquire about the specialty areas of the identified specialists. Reference to all identified sources will be included in an all inclusive bibliography in a final report provided by the *Professional*. Environmental staff will complete a site visit to identify potential habitat within the project area. Potential areas will be documented and photographed. Approximate boundaries will be surveyed with GPS equipment. A report documenting the findings and all pertinent information identified during the research period will be provided to the client. The *Professional* will also provide a Section 7 Memo documenting its finding of no effect, may affect but not adversely, or will adversely affect.

5.4. Other additional services that may be required for processing construction permits may include, but are not limited to:

- Additional hydraulic analyses and FEMA submittals
- Dam permitting processing and associated requirements for additional investigations, analyses, and supporting documentation
- Additional topographic survey or survey of structures
- Additional site visits or meetings with regulatory agencies to support permitting efforts
- Biological assessment
- Bat habitat survey
- Alternatives Analysis
- Stream assessment and mitigation analysis

5.5. Additional services required for the construction of the project may include, but are not limited to:

- Additional survey or staking needed for construction
- Boundary surveys
- Meetings or coordination with stakeholders
- Providing additional information or modifications to support processing the required permits, as required by the reviewing agencies.
- Additional hydraulic analysis
- Additional or updated water quality analysis or treatment estimates
- More detailed subsurface utility engineering survey and analysis
- Additional geotechnical analysis and testing
- Additional construction observation
- Right of way negotiations, which is assumed not necessary since project is estimated to be contained within property of the City of Creston

PROJECT SCHEDULE

All phases of the project, from design through construction, will be performed by the **Professional** in accordance with a schedule mutually developed by **Client** and **Professional**. The schedule is subject to construction permit reviews and requirements that may significantly affect the schedule outlined below.

Approval of engineering services	Schedule to be determined
Wetland permitting coordination and delineation update.....	August, 2014
Preliminary Plans for permitting (grading, plantings)	September 30, 2014
Preliminary Design Plan Review	October 10, 2014
Permitting.....	Oct '14 – Mar '15
Final Design Plan Review.....	March 2015
Bidding.....	April 2015
Pre-Construction Meeting.....	April 2015
Construction.....	April –June 2015
Project Closeout.....	June 2015

COMPENSATION AND TERMS OF PAYMENT

The **Client** shall pay the Professional in accordance with the terms and conditions of this Contract.

A. ENGINEERING SERVICES

As set forth in the scope of work described, Engineer's Services shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule. The current fee schedule is shown in Exhibit B. Total fees of services will not exceed the following amounts without the approval of the **Client**.

Description	Estimated Fee
Preliminary Design	\$23,000
Final Design	\$12,500
Construction Services	\$16,000
Permitting	\$23,000
Total	\$74,500

Note that additional services may be requested by the **Client**, such as to address permitting requirements. Where required, the additional services shall be on the basis of hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule.

EXHIBIT B

**SNYDER & ASSOCIATES
2014-2015
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal	\$169.00-179.00 /hour
Senior	\$150.00 /hour
VIII	\$141.00 /hour
VII	\$134.00 /hour
VI	\$129.00 /hour
V	\$121.00 /hour
IV	\$110.00 /hour
III	\$99.00 /hour
II	\$92.00 /hour
I	\$79.00 /hour
Technical	
<i>Technicians—CADD, Survey, Construction Observation</i>	
Lead	\$108.00 /hour
Senior	\$104.00 /hour
VIII	\$97.00 /hour
VII	\$89.00 /hour
VI	\$79.00 /hour
V	\$72.00 /hour
IV	\$66.00 /hour
III	\$55.00 /hour
II	\$46.00 /hour
I	\$41.00 /hour
Administrative	
II	\$55.00 /hour
I	\$45.00 /hour
Reimbursables	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>

Engineering Services Agreement



This AGREEMENT made as of the ____ day of _____, 2014, by and between the CITY OF CRESTON, IOWA, hereinafter called the OWNER or SPONSOR, and CLAPSADDLE-GARBER ASSOCIATES, INC., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to implement a planning study for Revisions to the Airport Layout Plan (ALP) at the Creston Municipal Airport, in accordance with FAA standards.

WHEREAS, the OWNER anticipates a grant for said Revisions to the ALP at a later date from the Federal Aviation Administration, and the OWNER desires the ENGINEER to proceed at this time with the planning services necessary to accomplish the Revisions. The work shall hereinafter be called the PROJECT.

1. **THE ENGINEER AGREES TO perform the following engineering services for the Project.**

- a. **GENERAL:** The Engineer has reviewed the site of the project and the engineering services involved, and the Engineer shall serve as the Owner's professional representative in the services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. The Engineer hereby agrees to defend and hold the Owner harmless and indemnify Owner from any and all such claims.

The Engineer certifies, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Engineer further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

- b. BASIC SERVICES: Under the Basic Services, the Engineer shall accomplish the following tasks described in Attachment A:

Phase 1.0 ALP Revisions
Phase 2.0 Addendum to the Narrative Report
Phase 3.0 Administration, Management & Coordination

- c. ADDITIONAL SPECIAL SERVICES: When requested in writing by the Owner, the Engineer shall perform such extraordinary services not normally considered a part of this planning study.

(1) Special Consultants: The services of other professional fields such as lawyers, accountants, archaeologists, ornithologists, rate experts, and such similar types of professional skills are not normal to providing engineering services and are considered extra services.

(3) Litigation: Engineering services for court testimony, should the Owner require the Engineer to appear as an expert witness, plus preparation time, are extra services.

- d. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The Engineer will initiate the planning study within fifteen (15) calendar days of the Owner's approval of this Agreement. It is estimated that the time required for the work will be sixty (60) calendar days plus the time required for FAA review and comments.

The Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control including turnaround time for input and reviews.

2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. ACCESS TO THE WORK: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.

- b. CONSIDERATION OF THE ENGINEER'S WORK: The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and

shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

- c. **LEGAL REQUIREMENTS:** The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. **THE OWNER'S PAYMENTS TO THE ENGINEER:**

a. **GENERAL**

- (1) **Abandoned or Suspended Work:** If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- (2) **Payments to the Engineer** shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of eighteen (18%) percent per annum beginning from the date of the invoice.

- b. **PAYMENTS FOR BASIC SERVICES:** The Owner shall pay the Engineer for the basic services described in 1.b., a fixed fee in accordance with the following. A labor estimate deriving this fee is included herein as Attachment C.

Phase 1.0 ALP Revisions.....	\$8,500
Phase 2.0 Addendum to the Narrative Report	\$800
Phase 3.0 Administration, Management and Coordination	\$2,700

- b. **PAYMENTS FOR ADDITIONAL SPECIAL SERVICES:** For additional services defined in 1.c., the Owner shall pay the Engineer a negotiated amount based on the scope of additional services, and said payments will be due and payable from monthly billings should they be required for the project.

4. **THE OWNER AND ENGINEER FURTHER AGREE** to the following conditions:

a. **TERMINATION OF CONTRACT:**

- (1) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

- (2) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed services.
 - (3) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
 - (4) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
 - (5) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- b. VETERAN'S PREFERENCE: In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(e)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- c. ARBITRATION: Arbitration of all questions in dispute under this Agreement shall be at the choice of either party and shall be in accordance with the rules of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration laws and judgment upon award rendered may be entered in the court of the forum, state or federal, having jurisdiction. The decision of the arbitrators shall not be a condition precedent to the right of any legal action. The Owner shall have the right to recover attorney's fees and costs incurred in the event that the Owner prevails in arbitration or litigation.
- d. OWNERSHIP OF DOCUMENTS: All documents including plans and specifications prepared by the Engineer pursuant to this Agreement are instruments of service in the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer; and the Owner shall indemnify and hold harmless

the Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and Engineer.

- e. ACCESS TO RECORDS AND REPORTS: The Engineer shall maintain an acceptable cost accounting system. The Owner, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed. Reproducible copies of the planning and design drawings and specifications will be made available to the Owner by the Engineer as additional special services described in 1.e. when requested by the Owner.
- f. PROBABLE CONSTRUCTION COST: Statements of probable construction costs prepared by the Engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Engineer does not guarantee that any actual cost will not vary from any statement of probable construction costs prepared by the Engineer.
- g. RIGHTS TO INVENTIONS: All rights to inventions and materials generated under this Contract are subject to regulations issued by the FAA and the Owner of the Federal grant under which this contract is executed.
- h. BREACH OF CONTRACT TERMS: Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this Agreement.
- i. TRADE RESTRICTION CLAUSE: The Engineer or subcontractor, by submission of an offer and/or execution of a contract certifies that it:
 - (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

- (3) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subcontractor who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Owner cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer agrees to require subcontractor to provide written notice to the Engineer if at any time they learn that their certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or any subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

- j. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION—49 CFR PART 29: The Engineer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

- k. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES: No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

- l. CIVIL RIGHTS ACT OF 1964, TITLE VI—CONTRACTOR CONTRACTUAL REQUIREMENTS: During the performance of this contract, the Engineer agrees as follows:

- (1) Compliance with Regulations: The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- (4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Engineer's non-compliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- (a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - (b) Cancellation, termination, or suspension of the contract in whole or in part.
- (6) Incorporation of Provisions: The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

m. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS

The Engineer assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Engineer or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for

another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

a. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES:

- (1) Contract Assurance: The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- (2) Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

g. SECTION 508 OF THE REHABILITATION ACT: All Electronic Information Technology (EIT) procured, developed, maintained or used as part of this Contract shall comply with Section 508 standards.

5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
6. ATTACHMENTS: The following attachments are included as part of this Agreement.
 - Attachment A—Scope of Engineering Services
 - Attachment B—Certification of Engineer
 - Attachment C—Labor Estimate

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

City of Creston, Iowa

By: _____

Title: _____

ATTESTED BY:

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: _____

Title: _____

ATTESTED BY:

Title: _____

Attachment A

Scope of Work Airport Layout Plan Revision Creston Municipal Airport

The scope of work included herein provides for a revision to the Airport Layout Plan (ALP) that will allow Runway Threshold 34 to remain as the existing/ultimate threshold after applying Threshold Siting Surface (TSS) criteria. The ALP will also depict necessary improvements at the Creston Municipal Airport to be developed in accordance with FAA standards. The desired improvements include, but are not limited to, replacement of the obsolete VASIs and REILs, construction of expanded turnarounds, and rehabilitation of the primary runway pavement. The airport facilities to be depicted will be in accordance with Airport Reference Code B-II standards and include the following features:

- “Existing Runway End 34 Threshold” will be depicted as “Existing/Ultimate Runway End 34 Threshold.” Pavement beyond the designated Existing/Ultimate Runway End 34 Threshold will be shown as to be removed.
- Ultimate Runway End 16 Threshold” will be shown as a 600’ extension, resulting in an ultimate 5,500’ x 75’ runway.
- The Threshold Siting Surface as defined in FAA Advisory Circular 150/5300-13a Table 3-2, #5 (300’ x 3,800’ x 10,000’, 20:1) will be added for both ultimate thresholds to Runway 16/32.
- Show new turnarounds for existing and ultimate Runway 16/34.
- Other modifications to the ALP facilities/features consistent with the above.
- Append the Narrative Report with a brief explanation/justification of the changes.

Work shall be in accordance with ARP SOP 2.00 “Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)” and the following tasks:

Task 1.0 – ALP Revisions: The ALP drawings will be revised to reflect the modifications described above. It is anticipated that all the sheets will be affected to varying degrees. The time required includes the Project Planner to identify and define the changes, and a CAD technician for drafting. Deliverables include: 1 copy of draft ALP for review; 1 pdf copy of draft ALP for airspace coordination; and 4 copies of ALP for approval.

Task 2.0 – Addendum to the Narrative Report: A brief (approximately 1 page) addendum to the Narrative Report will be prepared describing the basis for the ALP revisions.

Task 3.0 – Administration, Management & Coordination: This task will provide for the administration and management tasks required to accomplish the project including communications with the City of Creston and the FAA, meetings required for implementation of the project, and oversight of the project.

Attachment B
Airport Layout Plan Revisions
Creston Municipal Airport

Certification of Engineer

I hereby certify that I am the Executive Vice President and a duly authorized representative of the firm of CLAPSADDLE-GARBER ASSOCIATES, INC., whose address is 16 East Main Street, P.O. Box 754, Marshalltown, Iowa 50158, and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the service of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any);

I acknowledge that this certificate is to furnish to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

Date

Signature

Attachment C
Labor Estimate
Airport Layout Plan Update
Creston Municipal Airport

Phase	LABOR HOURS				Salary Cost	Over- head	Direct Exp.	Fixed Prnt	Out- Side Services	Calculated Fee	Rounded Contract Fee
	Proj Manager	Proj Planner	Tech 10	Assoc 3							
BASIC SERVICES											
1.0 ALP Revisions:											
1.1 Sheet 1 – Cover Sheet				0	0.00	0.00	0.00	0.00		\$0.00	
1.2 Sheet 2 – Airport Layout Drawing		6		16	668.00	1,148.96	80.00	272.54		\$2,189.50	
1.3 Sheet 2A – Pavement Marking Plan		1		2	93.00	159.96	10.00	37.94		\$300.90	
1.4 Sheet 3 – Airport Airspace Drawing		1		6	203.00	349.16	30.00	82.82		\$664.98	
1.5 Sheet 4 – Inner Approach Surface Runway 34		1		4	148.00	254.56	20.00	60.38		\$482.94	
1.6 Sheet 5 – Inner Approach Surface Runway 16		1		4	148.00	254.56	20.00	60.38		\$482.94	
1.7 Sheet 6 – Inner Approach Surface Runways 4/22		1		2	93.00	159.96	10.00	37.94		\$300.90	
1.8 Sheet 7 – Plan and Profile Runway 16/34		1		4	148.00	254.56	20.00	60.38		\$482.94	
1.9 Sheet 8 – Plan and Profile Runway 4/22		1		2	93.00	159.96	10.00	37.94		\$300.90	
1.10 Sheet 9 – Terminal Area Plan		1		2	93.00	159.96	10.00	37.94		\$300.90	
1.11 Sheet 10 – Airport Land Use				2	55.00	94.60	10.00	22.44		\$182.04	
1.12 Sheet 11 – Airport Property Map				4	110.00	189.20	20.00	44.88		\$364.08	
1.13 Sheet 12 – Departure Surface Runway 34		1		4	148.00	254.56	20.00	60.38		\$482.94	
1.14 Sheet 12 – Departure Surface Runway 34		1		4	148.00	254.56	20.00	60.38		\$482.94	
1.15 Review and Revisions		4		12	482.00	829.04	60.00	198.86		\$1,567.70	
PHASE TOTAL	0	20	88	0	2,630.00	4,523.60	340.00	1,073.04	0.00	\$8,566.64	\$8,500
2.0 Addendum to the Narrative Report											
2.1 Addendum to the Narrative Report		6		2	264.00	454.08		107.71		\$825.79	
PHASE TOTAL	0	6	0	2	264.00	454.08	0.00	107.71	0.00	\$825.79	\$800
3.0 Administration, Management & Coordination:											
3.1 Administration, Management & Coordination	8	8			768.00	1,320.96	312.00	313.34		\$2,714.30	
PHASE TOTAL	8	8	0	0	768.00	1,320.96	312.00	313.34	0.00	\$2,714.30	\$2,700
PROJECT TOTALS											
	8	34	68	2	3,862.00	6,298.64	652.00	1,494.10	0.00	\$12,106.74	\$12,000

Dred Expenses:
 Personal Vehicle Mileage: \$0.60 per Mile
 Round Trip: 280 miles
 CAD computer Time: \$5 per hour